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MEMORANDUM OF AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC
CONCERNING THE SARSAT SPACE SEGMENT

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THE PARTIES TO THIS AGREEMENT:

CONSIDERING the International COSPAS-SARSAT Programme Agreement (ICSPA) signed in *Paris* by the United States of America, *Canada*, the French Republic, and the Union of Soviet Socialist Republics on 1 July 1988, which entered into force on 30 August 1988;

AWARE of the cooperation among the United States of America, Canada, and the French Republic, through their Cooperating Agencies, the National Oceanic and Atmospheric Administration, NOAA, the National Search and Rescue Secretariat, ~~and~~ the Centre National d'Etudes Spatiales, CNES, on the provision of worldwide satellite-aided alert and location services for "distress and safety;

RECOGNIZING the need for close coordination between the United States of America, *Canada*, and the French Republic in order to meet their responsibilities under the ICSPA;

HAVE AGREED AS FOLLOWS:

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ARTICLE 1

DEFINITIONS

- o "Cooperating Agency" means the organization designated by a Party to the ICSPA: the National Oceanic and Atmospheric Administration of the United States, the National Search and Rescue Secretariat of Canada, and the Centre National d'Etudes Spatiales of France.
- o "ICSPA" means the International COSPAS-SARSAT Programme Agreement signed in Paris by the United States, Canada, the French Republic, and the Union of Soviet Socialist Republics on 1 July 1988, which entered into force on 30 August 1988.
- o "Party" means a State for which this Agreement has entered into force.
- o "Platform" means the mounting upon which the repeater units and receiver-processors and memory units are placed for flight.
- o "Project Plan" means the main instrument for the implementation of this Agreement as required by Article 4.
- o "Satellite Assembly" means the integrated combination of repeater units, receiver-processors and memory units and a platform unit.
- o "Unit" means an element contributed to the satellite assembly by a Party to this Agreement,

ARTICLE 2

PURPOSE OF THE AGREEMENT

This Agreement establishes the means by which the Parties shall manage the SARSAT space segment consistent with their obligations under the ICSPA.

ARTICLE 3.

GENERAL DESCRIPTION OF THE SARSAT SPACE SEGMENT

Under normal operating conditions, the SARSAT Space Segment' comprises at least 2 satellite assemblies each consisting of three basic units:

- (a) a platform moving in low earth polar orbit as a mounting for the other units;
- (b) a receiver-processor and memory unit designed to receive, process and store signals received on 406 MHz for retransmission; and
- (c) a repeater unit relaying radiobeacon signals on 121.5, 243, and 406 MHz frequencies.

ARTICLE 4

RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party shall determine its contribution to the SARSAT Space Segment.
- 4.2 Each Party shall contribute at least one of the basic units of the SARSAT Space Segment.
- 4.3 Each Party shall contribute to the SARSAT Space Segment on a long term basis.
- 4.4 The initial contributions of the Parties to the SARSAT Space Segment, under normal operating conditions, are as follows:
- | | |
|--------------------------|--|
| United States of America | 2 platforms |
| France | 2 receiver-processors
and 2 memory units. |
| Canada | 2 repeater units |
- 4.5 In the event of a change in the contribution of a Party, that Party shall notify the other Parties.
- 4.6 The Parties agree that there shall be a Project Plan that sets out the:
- (a) anticipated launch schedule;
 - (b) schedules and requirements for satellite assemblies;
 - (c) pre- and post-launch testing responsibilities; and
 - (d) working procedures for implementation and updating, as necessary.
- 4.7 Modifications to the Project Plan shall be made by consensus of the Cooperating Agencies.

4.8

THE UNITED STATES OF AMERICA shall:

- (a) provide or arrange for space on platforms which will accommodate the SARSAT units in accordance with the specifications and scheduling contained in the Project Plan;
- (b) be responsible for the integration of the SARSAT units;
- (c) manage or arrange for operation of platforms and be responsible for the acquisition, use and distribution of telemetry data; and
- (d) advise Parties regarding any significant foreseeable change in the procurement and launch schedule included in the Project Plan, and discuss the consequences of this change with the other Parties so as to agree on any steps to accommodate it.

4.9

CANADA shall :

- (a) provide Repeater Units designed to meet the specifications and scheduling contained in the Project Plan;
- (b) provide assistance in the integration of the SARSAT units;
- (c) be responsible for the post-launch tests of the Repeater Units;
- (d) be responsible for the management, operations, and monitoring of the Repeater Units as defined in the Project Plan; and
- (e) advise Parties regarding any significant foreseeable change, in the procurement and delivery schedule included in the Project Plan, and discuss the consequences of this change with the other Parties so as to agree on any steps to accommodate it.

4.10 FRANCE shall :

- (a) provide Receiver-Processor and Memory Unit designed to meet the specifications and scheduling contained in the Project Plan;
- (b) provide assistance in the integration of the SARSAT units;
- (c) be responsible for the 'post-launch tests of the Receiver-Processor and Memory Units;
- (d) be responsible for the management, operations, and monitoring of the Receiver-Processor and Memory Units as defined in the Project Plan; and
- (e) advise Parties regarding any significant foreseeable change in the procurement and delivery schedule included in the Project Plan, and discuss the consequences of this change with the other Parties so as to agree on any steps to accommodate it.

ARTICLE 5

FINANCIAL MATTERS

Each Party, in conformity with its domestic funding procedures, and subject to the availability of appropriated funds, shall be fully responsible for financing all costs associated with its contribution to the SARSAT Space Segment.

ARTICLE 6

STRUCTURE

- 6.1 The Cooperating Agencies shall be responsible for the implementation of this Agreement and approval of the Project Plan.
- 6.2 The Cooperating Agencies shall, on request, consult with each other on matters arising from the implementation of this Agreement.
- 6.3 The Cooperating Agencies shall designate their respective points of contact for the implementation of the Project Plan.

ARTICLE 7

LIABILITY

- 7.1 The Parties shall not make claims or bring actions against each other for injury, damages or financial losses arising out of activities, or lack thereof, pursuant to this Agreement.
- 7.2 In the event of damage not mentioned in 7.1 for which there is liability under international law, including the Convention on International Liability for Damage Caused by Space Objects, the Parties will consult promptly with a view to considering equitable sharing of any payments that have been or may be agreed to in settlement.
- 7.3 The Parties accept no liability toward users of the SARSAT Space Segment or any third party, particularly as regards any claims for injury, damages or financial losses that may arise from the use of the SARSAT Space Segment. Parties will cooperate with a view to protecting themselves from any potential claims,

ARTICLE 8

SETTLEMENT OF DISPUTES

8.1 Any dispute concerning the interpretation or implementation of this Agreement should be settled by negotiations between or among the Parties concerned.

8.2 If a settlement cannot be reached by such negotiations, the dispute may, if the affected Parties so agree, be referred to arbitration.

ARTICLE 3

ACCESSION

A State may accede to this Agreement and thereby assume responsibility for the contribution of a basic unit of the existing SARSAT Space Segment, provided it does so in agreement with the Party currently providing that basic unit and in consultation with the other Parties.

ARTICLE 10

WITHDRAWAL

10.1 A Party may withdraw from this Agreement.

10.2 A Party intending to withdraw shall notify the other Parties to that effect. Such withdrawal shall take effect one year after the date of receipt of notification by the other Parties, or at a later date to be agreed by the Parties.

10.3 A Party intending to withdraw from this Agreement shall endeavour to ensure continuity of its existing contribution to the Space Segment and, in that respect, shall consult with the other Parties to determine adjustments in their respective responsibilities.

ARTICLE 11

AMENDMENTS

- 11.1 Amendments to this Agreement may be proposed by any Party.
- 11.2 An amendment shall enter into force on an agreed date after signature by the Government of the United States of America, the Government of Canada, and the Government of the French Republic,

ARTICLE 12

DEPOSITARY

The Government of the French Republic is depositary of this Agreement

ARTICLE 13

ENTRY INTO FORCE AND DURATION

- 13.1 This Agreement shall be open for signature by the Government of the United States of America, the Government of Canada, and the Government of the French Republic.
- 13.2 This Agreement shall enter into force on the sixtieth day following the date on which the Parties have signed the Agreement.
- 13.3 The Memorandum of Understanding signed on 27 September 1984 Among the National Oceanic and Atmospheric Administration (NOAA) of the United States and the Department of National Defence (DND) of Canada and the Centre National d'Etudes Spatiales (CNES) of France Concerning Cooperation in a Search and Rescue Satellite System shall be terminated when this Agreement enters into force.
- 13.4 This Agreement shall remain in force until 30 August 2003, and shall be extended automatically for successive periods of five years unless terminated as provided for in Article 10.

ARTICLE 14

SIGNATURE

IN WITNESS WHEREOF, the undersigned have signed this Agreement.
DONE at WASHINGTON, in triplicate, SEPTEMBER 11 1995
in the English and French languages, each text being equally
authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

James Baker

FOR- THE GOVERNMENT OF CANADA:

R. H. ...

FOR THE GOVERNMENT OF THE FRENCH REPUBLIC:

J. ...